

FACSIMILE RECEIPT CERTIFICATE

HURRICANE WORK LLC

Versus

QUERBES & NELSON, ET AL



Case: 073670  
Division:  
11<sup>th</sup> Judicial District Court  
Parish of Sabine  
State of Louisiana

TO: MARTIN K MALEY SR  
P.O. BOX 3154  
BATON ROUGE, LA 70821

VIA FAX 1-225-346-6788

CERTIFICATE

THIS IS TO CERTIFY that a PETITION FOR DECLARATORY JUDGMENT & DAMAGES was transmitted by facsimile from your office to the Sabine Parish Clerk of Court fax line 318-256-9037 and 12 total pages were received and marked filed and received on FEBRUARY 13, 2025 in the above captioned matter.

Thus done and signed at Many, Sabine Parish, Louisiana, on this the 13<sup>TH</sup> day of FEBRUARY, 2025.

Atty:

Shelly Salter  
Clerk of Court

By: Deputy Clerk of Court

Louisiana R.S. 13:850. Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. **Within seven days**, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document **shall forward** the following to the clerk:

- (1) The original signed document
- (2) The applicable filing fee, if any.
- (3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT \$ 850.00 plus \$5 transmission fee.

[ FILED COPY ]

Case Number: 073670 Transaction Date: 2/13/2025 Seq: 66 Page Sequence: 1

Clerk of Court - Sabine Parish

Shelly Salter

Clerk of Court

11th Judicial District

P.O. BOX 419

Many, LA 71449

Phone : (318) 256-6223

Statement Date

02/14/2025

Case Number

073670

Amount Due

\$67.00

Attorney Firm : MARTIN K. MALEY APLC

Attorney Name : MALEY, MARTIN K SR

Party : Plaintiff - HURRICANE WORK LLC

IN RE :

HURRICANE WORK LLC

VS.

QUERBES & NELSON

Date	Description	Amount
02/14/2025	Court costs to date in above entitled numbered matter	\$67.00
	Refunds	\$0.00
	Advance Deposit	\$0.00
	Balance	\$67.00
	Advance Deposit Required	\$0.00
	Total Due	\$67.00

Thank You

MARTIN K. MALEY APLC  
P.O. BOX 3154  
BATON ROUGE, LA 70821

Feb. 13. 2025 2:33PM

Maley Law Firm

No. 2376 P. 1/12

**MARTIN K. MALEY, APLC**

Attorneys & Counselors

Martin K. Maley, Sr.  
William Maley, Staff Attorney  
Erica Higginbotham, Secretary  
Miranda Miller, Paralegal

Telephone: 225-346-6781  
Facsimile: 225-346-6788

*Of Counsel:*  
Stephen M. Irving  
Anthony "Tony" G. Falterman

RECEIVED AND FILED

2025 FEB 13 P 2:35

**FACSIMILE TRANSMITTAL SHEET**

SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH

Date:

2/13/2025

To:

114th JDC Clerk of Court

Fax Number:

318-256-9037

From:

Miranda Miller - mlflegal paralegal@eatel.net

RE:

HURRICANE WORK, LLC vs. Querbes  
Nelson, A Partnership, et al.

Pages:

12

COMMENTS:

**CONFIDENTIALITY NOTICE**

THE INFORMATION CONTAINED IN THIS FACSIMILE TRANSMISSION AND ANY DOCUMENTS ACCOMPANYING IT MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE TO ARRANGE FOR THE RETURN OF THE DOCUMENTS.

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**MARTIN K. MALEY, APLC**

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*Of Counsel:*  
Stephen M. Irving  
Anthony "Tony" G. Falterman

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February 14, 2025

2025 FEB 18 P 2:06

**Via FedEx:** 772068086879

Honorable Shelly Salter  
Sabine Parish Clerk of Court  
400 South Capitol Street, Room 102  
Many, LA 71449

SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH

Re: Hurricane Work, LLC vs. Querbes & Nelson, et al  
Docket No. 073670, Div.  
Parish of Sabine, State of Louisiana

Dear Clerk:

Enclosed, please find the original pleading in the matter, which was fax filed with your office on February 13, 2025. Also, please find our firm's check in the amount of \$855.00, which will cover the cost of the filing fee, service, and transmission fee.

Once filed, please return a stamp filed copy to my office, using the enclosed envelope. *MD*

Should you need anything further, please contact Erica Higginbotham, who will be happy to assist you.

With kind regards, I remain,

Sincerely,

*Martin K. Maley, Sr.*  
Martin K. Maley, Sr.

Enclosures

*Mailing Address: MALEY LAW FIRM, P. O. BOX 3154, BATON ROUGE, LA 70821*  
*Website: www.maleylawfirm.net Physical Offices: Baton Rouge, Port Allen, Napoleonville*

RECEIVED AND FILED  
2025 FEB 13 P 2:35  
HURRICANE WORK, LLC  
SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH  
NUMBER: 73670 DIV:  
8TH JUDICIAL DISTRICT COURT  
v.  
QUERBES & NELSON, A  
PARTNERSHIP, ET AL  
PARISH OF SABINE  
STATE OF LOUISIANA

---

**PETITION FOR DECLARATORY JUDGMENT AND DAMAGES**

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NOW INTO COURT, through undersigned counsel, comes Hurricane Work, LLC, (hereafter referred to as "Hurricane") a limited liability company created under the laws of Puerto Rico, solely doing business in Puerto Rico, whose corporate office is in Louisiana, in the Parish of Sabine, who with respect represents the following:

**NAMED DEFENDANTS HEREIN**

- 1) QUERBES & NELSON, A PARTNERSHIP; and
- 2) NELSON HOLDINGS PARTNERSHIP; and
- 3) QUERBES & NELSON, INC; and
- 4) PEACHTREE SPECIAL RISK BROKERS, LLC; and
- 5) NAVIGATORS INSURANCE COMPANY.

1.

Plaintiff HURRICANE WORK, LLC, hereafter ("HURRICANE") a limited liability company created under the laws of Puerto Rico, solely doing business in Puerto Rico, but its corporate office and headquarters, is in the Parish of Sabine, State of Louisiana. The events which are set forth below occurred in Louisiana in Sabine Parish, and the insurance policy at issue was delivered to Plaintiff in Sabine Parish, on a Louisiana insurance policy form.

2.

Named defendants herein are QUERBES & NELSON, A PARTNERSHIP, an entity created under the laws of an unknown jurisdiction, possibly Louisiana, that is licensed as an insurance producer by the Louisiana Department of Insurance, and does or did business in Caddo Parish, Louisiana; NELSON HOLDINGS PARTNERSHIP a partnership created under the law of Louisiana, headquartered in and is doing business in the State of Louisiana in Caddo Parish which

entity may be an alternate name for, or successor entity of defendant QUERBES & NELSON, A PARTNERSHIP; and QUERBES & NELSON INC. QUERBES & NELSON INC is a Louisiana corporation doing business in Caddo Parish which is alternatively alleged to be a successor entity to defendant QUERBES & NELSON, A PARTNERSHIP and/or to have done business with Plaintiff as defendant QUERBES & NELSON, A PARTNERSHIP. These entities will hereafter be referred to collectively as "QUERBES & NELSON" unless specifically stated otherwise. PEACHTREE SPECIAL RISK BROKERS LLC (hereafter "PEACHTREE") is an entity created under the laws of the State of Georgia which has qualified to do business in the State of Louisiana and on information and belief has been licensed as an insurance producer by the State of Louisiana under the name PEACHTREE SPECIAL RISK, LLC. Also, a named Defendant is NAVIGATORS INSURANCE COMPANY, hereafter "Navigators." Navigators is a foreign insurance company domiciled in the State of New York that is admitted to and doing business in the State of Louisiana.

3.

Plaintiff, HURRICANE, contracted with QUERBES & NELSON beginning approximately 2018 to purchase insurance for its business operations. HURRICANE was created to do work in Puerto Rico and exclusively does business in Puerto Rico even though its corporate headquarters is in Louisiana. Through QUERBES & NELSON Hurricane purchased a policy of casualty insurance from Navigators Insurance Company, through an entity represented to be an agent of Navigators, Defendant, PEACHTREE. The Policy provided insurance on certain scheduled pieces of heavy equipment listed in the policy. This policy was renewed each year after 2018 and was in effect on February 14, 2024. From time to time the equipment scheduled in the policy was changed for business reasons. At the execution of the insurance contract, Hurricane was not supplied a complete copy of the insurance policy, just the declarations page, and the schedules. Hurricane relied on the representations of QUERBES & NELSON that the policy would provide coverage for the equipment listed in the policy.

4.

Prior to the initial purchase of the policy, QUERBES & NELSON was fully informed about Plaintiff's business operations. Hurricane is a contractor solely providing services in Puerto Rico, one of which is the cleanup of debris from natural disasters. QUERBES & NELSON was

specifically told that Plaintiff used subcontractors to perform part, or all the tasks that Plaintiff contracts to perform. Plaintiff expressly and intentionally purchased a policy and bought coverage from Navigators under which equipment belonging to Plaintiff's subcontractors, could be insured as scheduled equipment on Plaintiff's insurance policy. This fact was known to QUERBES & NELSON. QUERBES & NELSON assured Plaintiff that the policy that was issued provided coverage for such equipment belonging to subcontractors, working for Plaintiff and there was no need to name the subcontractors as additional insureds, if the equipment was on the policy schedule.

5.

This coverage was necessary because Plaintiff has contracts to perform work in diverse remote locations, and the equipment belonging to the subcontractors must remain at Plaintiff's job site until the job is done. The insurance provides assurance that Plaintiff will have equipment available to perform the work, at the remote locations that Plaintiff's contracts require.

6.

The Policy, which was issued by NAVIGATORS, does in fact, contain a clause under the heading "Covered Property" stating that "Scheduled Equipment" includes equipment belonging to subcontractors is covered. The policy shows PEACHTREE as the agent on the policy.

7.

In another section the Policy has a clause stating that the policy only insures the insured's "insurable interest" in the equipment.

8.

QUERBES & NELSON knew that the subcontractors were not named as additional insureds under the policy, but in fact owned some equipment listed on the policy schedule and represented that this fact was transmitted to Navigators and Navigators accepted the premiums from Plaintiff, with that knowledge.

9.

As reported to Plaintiff, prior to February 14, 2024, certain scheduled items of heavy equipment at a Plaintiff job site in Puerto Rico were stolen. The theft was discovered by the subcontractor on February 14, 2024, and the claim was reported to Navigators. Navigators

subsequently issued a RESERVATION OF RIGHTS LETTER to Plaintiff, stating that Navigators reserved the right to deny this claim. Navigators asserted that the Plaintiff did not have an insurable interest in the stolen equipment, even though the facts were exactly as represented to QUERBES & NELSON.

10.

Plaintiff as a part of the work in Puerto Rico had subcontracted with GRINDCO, LLC. (hereafter "GRINDCO") to mulch the green waste storm debris at various disposal sites. After subcontracting with Grindco, the equipment belonging to Grindco was scheduled on Plaintiff's policy with Navigators. The equipment was then moved to a location known as "Isabella Recycling" in Puerto Rico which was to be the final resting place of the mulched material. This equipment was moved based on the representation that it was fully insured under the NAVIGATORS policy issued to Plaintiff.

11.

At least the following items, Inter Alia, of scheduled equipment under the policy belonging to Grindco were placed at the Disposal Site, for use on the job in anticipation of the performance of the subcontract obligation, to mulch storm debris cleared from roadways (2019) and were discovered missing on February 14, 2024:

**PROPERTY MISSING ON OR ABOUT FEBRUARY 14, 2024 (11 PIECES):**

New Holland Excavator Serial: NFTN55394 Model: E55BX

JCB Mini Excavator Serial: JC808040A0105674 Model: 840

Hogzilla Track Mounted Tub Grinder Serial: 2026 Model: 1464T

Hogzilla Tub Grinder Serial: 566 Model: TC#15-64P

Komatsu Excavator Serial: 30107 Model: PC308USLC-3EO

Volvo Loader Serial: G17227 Model: L90G

Volvo Loader Serial: G17093 Model: L90G

Volvo Excavator Serial: 210435 Model: 220D

Volvo Excavator Serial: 210437 Model: 220D

Mitsubishi Dozer Serial: ZB103448 Model: BDZG II



John Deere Serial: DW644JX596442 Model:644J

The value of the missing equipment is in excess of \$1 Million.

12.

Certain other equipment was reported to Navigators as missing in 2019 and Navigators has maintained an open claim as to the following items.

**PROPERTY MISSING SINCE 2019:**

Takeuchi Serial: 123503829 Model:

Takeuchi Serial: 124001037 Model:

As a result of this claim Navigators was fully aware of the risk that was insured under its policy that the equipment was being used in Puerto Rico.

13.

Hurricane reported the theft to Navigators, through QUERBES & NELSON on February 14, 2024, and the theft was also reported to the local police in Puerto Rico. The thief or thieves have not yet been identified, to date, and the equipment has not been recovered. The equipment is not available to Grindco to do the work, Grindco subcontracted to do for Plaintiff.

14.

Navigators took very limited action to investigate the claim and has not paid the claim, to date.

15.

After taking little action to investigate the claim, for eight months, on September 26, 2024, Navigators provided to Plaintiff the reservation of rights letter mentioned above.

16.

The reservation of rights letter stated on page 2, that there is a question as to whether Plaintiff had an insurable interest in the stolen property.

17.

The insurance policy that Navigators issued to Plaintiff is policy number NY23ILM0BI1B4-01. This insurance policy will henceforth be referred to as "The Policy".

18.

The relevant effective dates for the 2024 claim on the policy were February 16, 2023, until February 16, 2024. The Plaintiff could not renew the policy, at its expiration on February 16, 2024, because the equipment in question had been stolen.

19.

The Policy was issued to Hurricane Work, LLC, and signed in Louisiana on a Louisiana Insurance form.

20.

The Policy contained the following forms and endorsements:

CL 100	03-99 COMMON POLICY CONDITIONS
IM 7005	01-12 SCHEDULE OF CVGS-CONTRACTORS' EQUIPMENT
	ADDENDUM A EQUIPMENT SCHEDULE
IM 7000	04-04 CONTRACTORS' EQUIPMENT COVERAGE SCHED-EQUIP
IM 7034	01-12 TOOLS ENDORSEMENT
IM 7035	01-12 EQUIPMENT LEASED OR RENTED TO OTHERS SCHED
IM 7013	04-04 EQUIPMENT LEASED OR RENTED TO OTHERS ENDT
IM 7036	07-11 EQUIPMENT LEASED OR RENTED FROM OTHERS SCHED
IM 7012	07-11 EQUIPMENT LEASED OR RENTED FROM OTHERS ENDT
IM 7870	01-12 SPLIT DEDUCTABLE ENDORSEMENT
IM 7039	07-11 BELOW THE SURFACE OF THE GROUND EXCLUSION
IM 7902	01-12 LOSS PAYABLE SCHEDULE
IM 7854	04-04 LOSS PAYABLE OPTIONS
CL 0196	03-17 AMENDATORY ENDORSEMENT-LOUISIANA
IM 2037	10-22 AMENDATORY ENDORSEMENT-LOUISIANA
CL 0610	01-15 CERTIFIED ACT OF TERRORISM EXCLUSION
CL 0700	10-06 VIRUS OR BACTERIA EXCLUSION

21.

The schedule of equipment attached to the policy listed all the equipment identified in Paragraph 11.

22.

After Navigators issued the reservation of rights letter sent September 26, 2024, contending that Plaintiff had no insurable interest in the equipment reported stolen. Plaintiff sued Navigators seeking a declaratory judgment in the United States District Court for the Western District of Louisiana determining that there is coverage for the equipment. The United States District Court for the Western District of Louisiana has not made a final determination that it has jurisdiction over the declaratory judgment action. Though the magistrate has, on a preliminary basis, found jurisdiction. For that reason, the allegations against Navigators made below are made alternatively, in the event that the Federal Court determines that it does not have jurisdiction.

23.

Plaintiff is entitled to a DECLARATORY JUDGMENT interpreting the insurance policy at issue determining that Plaintiff, in fact has an insurable interest in the equipment of its subcontractors scheduled in the policy, specifically including the equipment listed above in Paragraph 11, and that under the terms of the policy the equipment is insured against theft, which policy was in full force and effect on February 14, 2024.

24.

La. C.C.P. Art 1873 provides for the issuance of a DECLARATORY JUDGMENT, interpreting a contract, regardless of whether there has been a breach of the contract.

25.

Plaintiff is entitled to a DECLARATORY JUDGMENT interpreting the insurance policy at issue, determining that Plaintiff in fact, has an insurable interest in the equipment of its subcontractors scheduled in the policy, specifically including the equipment listed above in Paragraph 11. Under the terms of the policy the equipment is insured against theft, which policy was in full force, and effect on February 14, 2024.

26.

It is alleged alternatively that QUERBES & NELSON provided some or all the information that it had about Plaintiff's business to PEACHTREE and that the knowledge to PEACHTREE constituted knowledge to NAVIGATORS and NAVIGATORS knew that it was insuring the subcontractor equipment under Plaintiff's policy.

27.

It is alleged alternatively that QUERBES & NELSON was negligent and failed to provide sufficient information to PEACHTREE and/or NAVIGATORS for NAVIGATORS to issue a policy insuring the risk that Plaintiff contracted with QUERBES & NELSON to insure.

28.

It is alleged alternatively that QUERBES & NELSON provided sufficient information to PEACHTREE to understand the risk which was being insured, and PEACHTREE was negligent and failed to provide NAVIGATORS with sufficient information to issue a policy insuring the risk that Plaintiff contracted with QUERBES & NELSON to insure.

29.

After the reservation of rights letter was issued QUERBES & NELSON advised Plaintiff to start listing the subcontractors as insureds on its policy even though throughout the existence of the policy to that point QUERBES & NELSON had advised Plaintiff that this was not necessary.

30.

It is alleged that either QUERBES & NELSON or PEACHTREE, or both, were negligent in providing the earlier representation to Plaintiff that it was not necessary to name the subcontractors as additional insureds on the policy.

31.

La. Stat. Ann. § 22:1892 provides the following:

\*\*\*

I (2) Any one of the following acts, if knowingly committed or performed by an insured, claimant, or representative of the insured or claimant, constitutes a breach of the insured's duties imposed in Paragraph (1) of this Subsection:

I (2)(a) A failure to comply with affirmative contractual duties or obligations established in the insurance policy, including the duty to act in good faith in providing information regarding the claim, in making demands of the insurer, in setting deadlines, and in attempting to settle the claim.

I (2)(b) A misrepresentation of pertinent facts or insurance policy provisions relating to any coverages at issue.

\*\*\*

32.

If it is determined that Navigators reservation of rights is correct, and there is no insurable interest in the lost equipment, then QUERBES & NELSON, and/or PEACHTREE, misrepresented the facts concerning insurance coverage under the policy, when Plaintiff was advised that it was not necessary to name the subcontractors as insured parties under the policy, and when they collected the premiums.

33.

The misrepresentation of the coverage under the insurance policy, has at least resulted in a delay of payment of the claim by Navigators, and may cause further damage if the claim is not paid.

34.

Plaintiff is entitled to a JUDGMENT AWARDING PENALTIES AND ATTORNEY FEES for the misrepresentation of the policy terms.

35.


In the alternative, if this there was no coverage for the equipment provided under the policy for the scheduled equipment, Plaintiff is entitled to reimbursement of the seven years of policy premiums, plus penalties and interest, be returned to Hurricane Work, LLC, without any further delay.

**WHEREFORE**, Plaintiff Hurricane Work, LLC, prays alternatively for relief in that the Court as follows:

1. If the United States District Court for the Western District of Louisiana determines that it has no jurisdiction then Plaintiff prays that this Court enter a Declaratory Judgment under La. C.C.P. Art 1871-1873 determining that Plaintiff in fact, has an insurable interest, in the equipment of its subcontractors scheduled in the policy, specifically including the equipment listed herein, and that under the terms of the policy the equipment is insured against theft, which policy was in full force and effect on February 14, 2024;

2. Of this Court or the United States District Court for the Western District of Louisiana determines that there is no coverage for the claim under the policy then Plaintiff prays for damages against QUERBES & NELSON and/or PEACHTREE in such an amount as is reasonable and proper under the allegations set forth above including all benefits which would be due under the policy if it provided the coverage that Plaintiff contracted for.
3. and The Court award Plaintiff penalties and attorney fees under La. R.S. 22:1892 for breach of the duty of good faith and fair dealing;
4. Alternatively, in the event that the Court determines that the contractors equipment scheduled on the policy is not in fact covered, because Hurricane does not have an insurable interest in the scheduled property, then Hurricane prays for judgment in favor of Hurricane Work, LLC and against QUERBES & NELSON and/or PEACHTREE in the amount of all premiums paid for the insurance policy from its inception in 2018 until its expiration in 2024.

Respectfully submitted,



Martin K. Maley, Sr., La. Bar Roll No. 20933

Stephen M. Irving., La. Bar Roll No. 7170

William E. Maley, La. Bar Roll No. 41328

Maley Law Firm

PO Box 3154

Baton Rouge, LA 70821

Telephone: (225) 346-6781

Facsimile: (225) 346-6788

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Steve@steveirvingllc.com

Mlflegal\_William@eatel.net

*Attorneys for Hurricane Work, LLC*

**PLEASE SERVE THE DEFENDANTS AS FOLLOWS:**

**QUERBES & NELSON, A PARTNERSHIP**

George D. Nelson, Jr.

PLEASE WITHOLD SERVICE FOR 90 DAYS

**NELSON HOLDINGS PARTNERSHIP**

George D. Nelson, Jr.

PLEASE WITHOLD SERVICE FOR 90 DAYS

**QUERBES & NELSON, INC**

*Through its agent for service of process:*

George D. Nelson, Jr.  
PLEASE WITHHOLD SERVICE FOR 90 DAYS

**PEACHTREE SPECIAL RISK BROKERS, LLC**  
*Through its agent for service of process:*  
PLEASE WITHHOLD SERVICE FOR 90 DAYS

**NAVIGATORS INSURANCE COMPANY**  
*Through its agent for service of process:*  
PLEASE WITHHOLD SERVICE FOR 90 DAYS

# 27

**MARTIN K. MALEY, APLC**

Attorneys & Counselors

Martin K. Maley, Sr.  
William Maley, Staff Attorney  
Erica Higginbotham, Secretary  
Miranda Miller, Paralegal

Telephone: 225-346-6781  
Facsimile: 225-346-6788

Of Counsel:  
Stephen M. Irving  
Anthony G. Falterman

February 26, 2025

RECEIVED AND FILED

2025 FEB 27 P 3:43

SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH

Via FedEx: 772335367000

Sabine Parish Clerk of Court  
400 South Capital, Room 102  
Many, LA 71449

Re: Hurricane Work, LLC V. Querbes & Nelson, A Partnership, et al  
No. 73670, 11<sup>th</sup> Judicial District Court, Parish of Sabine, State of Louisiana

Honorable Shelly Salter,

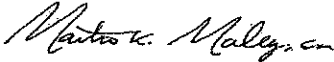
Enclosed, please find an original and one copy of *Plaintiff's Motion to Amend Caption*. Please file this into the captioned record and return one file stamped copy to me, using the self-addressed stamped envelope provided.

Also enclosed please find my firm's check in the amount of \$100.00 to cover the costs for filing, should any amount be due.

Additionally, we would request that service be withheld to all parties at this time.

With kind regards, I remain,

Sincerely,



Martin K. Maley, Sr.



RECEIVED AND FILED

2025 FEB 27 P 3:43

HURRICANE WORK, LLC

SHELLY SALTER NUMBER: 73670

DIV:

CLERK OF COURT

SABINE PARISH

11<sup>th</sup> JUDICIAL DISTRICT COURT

v.

QUERBES & NELSON, A  
PARTNERSHIP, ET AL

PARISH OF SABINE

STATE OF LOUISIANA

**PLAINTIFF'S MOTION TO AMEND CAPTION**

NOW INTO COURT, through undersigned counsel, comes Plaintiff, Hurricane Work, LLC, who respectfully represents it desires to amend the original Petition for Declaratory Judgment and Damages, as follows:

1.

Plaintiff re-alleges all of the allegations and contentions stated in the original Petition for Declaratory Judgment and Damages, with the following modifications adopted by reference with the same force and effect as if herein set forth at length.

2.

Plaintiff desires to correct the caption on the original pleading due to inadvertently putting the "8<sup>th</sup> Judicial District Court". Plaintiff seeks to correct the judicial district to read, "11<sup>th</sup> Judicial District Court".

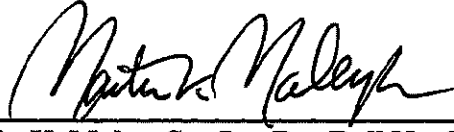
3.

Leave of the court is not necessary to file this request to amend the caption because no answers has been filed, to date.

Wherefore, Plaintiff, Hurricane Work, LLC, prays that each and every allegation and prayer in the original Petition for Damages not amended by these pleadings be incorporated by reference in its entirety and for all relief requested in the original petition.

*[Signature on following page]*

Respectfully submitted,



**Martin K. Maley, Sr., La. Bar Roll No. 20933**

**Stephen M. Irving., La. Bar Roll No. 7170**

**William E. Maley, La. Bar Roll No. 41328**

Maley Law Firm

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[Steve@steveirvingllc.com](mailto:Steve@steveirvingllc.com)

[Mlflegal\\_William@eatel.net](mailto:Mlflegal_William@eatel.net)

*Attorneys for Hurricane Work, LLC*

**PLEASE WITHHOLD SERVICE AT THIS TIME:**

**QUERBES & NELSON, A PARTNERSHIP**

George D. Nelson, Jr.  
207 Texas Street  
Shreveport, LA 71101

**NELSON HOLDINGS PARTNERSHIP**

George D. Nelson, Jr.  
207 Texas Street  
Shreveport, LA 71101

**QUERBES & NELSON, INC**

*Through its agent for service of process:*

George D. Nelson, Jr.  
207 Texas Street  
Shreveport, LA 71101

**PEACHTREE SPECIAL RISK BROKERS, LLC**

*Through its agent for service of process:*

Corporation Service Company  
450 Laurel Street, 8<sup>th</sup> Floor  
Baton Rouge, LA 70801

**NAVIGATORS INSURANCE COMPANY**

*Through its agent for service of process:*

Louisiana Secretary of State  
8585 Archives Ave  
Baton Rouge, LA 70809

# 30  
**MARTIN K. MALEY, APLC**

Attorneys & Counselors

Martin K. Maley, Sr.  
Erica Higginbotham, Secretary  
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Telephone: 225-346-6781  
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Of Counsel:  
Stephen M. Irving  
Anthony "Tony" C. Altman

May 7, 2025

**Via FedEx:** 881051282002

Honorable Shelly Salter  
Sabine Parish Clerk of Court  
400 South Capitol Street, Room 102  
Many, LA 71449

RECEIVED AND FILED  
2025 MAY -8 P 2:36  
SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH

Re: Hurricane Work, LLC vs. Querbes & Nelson, et al  
Docket No. 73670, Div.  
Parish of Sabine, State of Louisiana

Dear Clerk:

With regard to the above captioned matter, on February 13, 2025, my office fax filed a Petition for Declaratory Judgment, and then on February 27, 2025 filed a Motion to Amend Caption. It was also requested that service be withheld on those filings at that time.

Pursuant to CCP Art. 1201 (C), Service of the citation shall be requested on all named defendants within ninety days of commencement of the action. I respectfully request that you issue service of the *Petition for Declaratory Judgment* and *Motion to Amend Caption*, on the defendants as follows:

**QUERBES & NELSON, A PARTNERSHIP**

George D. Nelson, Jr.  
207 Texas Street  
Shreveport, LA 71101

**NELSON HOLDINGS PARTNERSHIP**

George D. Nelson, Jr.  
207 Texas Street  
Shreveport, LA 71101

**QUERBES & NELSON, INC**

*Through its agent for service of process:*  
George D. Nelson, Jr.  
207 Texas Street  
Shreveport, LA 71101

**PEACHTREE SPECIAL RISK BROKERS, LLC**

*Through its agent for service of process:*  
Corporation Service Company  
450 Laurel Street, 8<sup>th</sup> Floor  
Baton Rouge, LA 70801

Mailing Address: MALEY LAW FIRM, P. O. BOX 3154, BATON ROUGE, LA 70821  
Physical Offices: Baton Rouge, Port Allen, Napoleonville

Page 1 of 2

**NAVIGATORS INSURANCE COMPANY**  
*Through its agent for service of process:*  
Louisiana Secretary of State  
8585 Archives Ave  
Baton Rouge, LA 70809

I have enclosed my firm's check in the amount of \$500.00, to cover the cost of this request for service to the five defendant parties. Additionally, please file this correspondence requesting service into the record and return a stamped filed copy to my office using the enclosed self-addressed envelope. *MS*

Should you need anything further, please contact Erica Higginbotham, who will be happy to assist you.

With kind regards, I remain,

Sincerely,

*Martin K. Maley, Sr.*  
Martin K. Maley, Sr.

Enclosures

*Mailing Address: MALEY LAW FIRM, P. O. BOX 3154, BATON ROUGE, LA 70821*  
*Physical Offices: Baton Rouge, Port Allen, Napoleonville*

Page 2 of 2

CITATION

CC

HURRICANE WORK LLC

Versus

QUERBES & NELSON, ET AL

RECEIVED AND FILED  
2025 MAY 19 AM 11:12  
055612

Case: 073670

Division:

11<sup>th</sup> Judicial District Court

Parish of Sabine

State of Louisiana

SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH

To: QUERBES & NELSON, A PARTNERSHIP  
GEORGE D. NELSON, JR.  
207 TEXAS STREET  
SHREVEPORT, LA 71101

Parish of CADDO

You are hereby summoned to comply with the demand contained in the PETITION FOR DECLARATORY JUDGMENT AND DAMAGES & PLAINTIFF'S MOTION TO AMEND CAPTION a true and correct copy (exclusive of exhibits) accompanies this citation, or make an appearance, either by filing a pleading or otherwise, in the 11th Judicial District Court in and for the Parish of Sabine, State of Louisiana, within twenty-one (21) days after service hereof, under penalty of default.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, at Many, Parish of Sabine, Louisiana, on this, the 9<sup>TH</sup> day of MAY, 2025.

Shelly Salter  
Clerk of Court

*Marilynn Swindle*

By: Deputy Clerk of Court



Atty:

SERVICE INFORMATION

☐ Moved, address unknown      ☐ Moved, served at new address of \_\_\_\_\_  
☐ Moved out of parish      ☐ Address not in Sabine Parish      ☐ Does not live at address given  
☐ Vacant Residence      ☐ Vacant Lot      ☐ No such address  
☐ Not known at this address      ☐ Need physical address      ☐ Received too late for service  
☐ Deceased      ☐ Other      ☐ Request to hold service by \_\_\_\_\_

Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_

☒ PERSONALLY served on date: 5-14-25 0911 by Susan Marsh

☐ DOMICILIARY served on date: \_\_\_\_\_ Served upon \_\_\_\_\_ Relationship: \_\_\_\_\_

☐ MILEAGE one way \_\_\_\_\_

☐ UNABLE TO LOCATE after a due and diligent search on date: \_\_\_\_\_

Recipient \_\_\_\_\_ Deputy Sheriff *Musco #1127*  
Sabine Parish Sheriff's Department--Louisiana

[ ORIGINAL ]

*NOTICE OF SERVICE*

*HURRICANE WORK LLC*

*Case: 073670*

*Division:*

*11<sup>th</sup> Judicial District Court*

*Parish of Sabine*

*State of Louisiana*

*Versus*

*QUERBES & NELSON, NELSON HOLDINGS  
PARTNERSHIP, QUERBES & NELSON INC,  
PEACHTREE SPECIAL RISK BROKERS LLC,  
NAVIGATORS INSURANCE CO*

*TO: MARTIN K MALEY SR  
P.O. BOX 3154  
BATON ROUGE, LA 70821*

*Date of Service: May 14, 2025*

*Number of Service: 3 - NELSON HOLDINGS PARTNERSHIP, QUERBES & NELSON A PARTNERSHIP &  
QUERBES & NELSON INC ALL THRU GEORGE D NELSON JR*

*Personal/Domiciliary: PERSONAL*

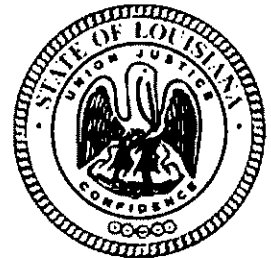
*Issued by the Clerk of Court on the 19<sup>TH</sup> day of MAY, 2025.*

*Shelly Salter*

*Clerk of Court*

*Maelynn Scindler*

*By: Deputy Clerk of Court*



*Pleading Served:*

*PETITION FOR DECLARATORY JUDGMENT*

[ FILED COPY ]

CITATION

COC

HURRICANE WORK LLC

Case: 073670

Versus

Division:

11<sup>th</sup> Judicial District Court

Parish of Sabine

State of Louisiana

QUERBES & NELSON, ET AL

RECEIVED AND FILED  
055511  
2025 MAY 19 AM 11:12

SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH

To: NELSON HOLDINGS PARTNERSHIP  
GEORGE D. NELSON, JR.  
207 TEXAS STREET  
SHREVEPORT, LA 71101

Parish of CADDO

You are hereby summoned to comply with the demand contained in the PETITION FOR DECLARATORY JUDGMENT AND DAMAGES & PLAINTIFF'S MOTION TO AMEND CAPTION a true and correct copy (exclusive of exhibits) accompanies this citation, or make an appearance, either by filing a pleading or otherwise, in the 11th Judicial District Court in and for the Parish of Sabine, State of Louisiana, within twenty-one (21) days after service hereof, under penalty of default.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, at Many, Parish of Sabine, Louisiana, on this, the 9<sup>TH</sup> day of MAY, 2025.

Shelly Salter

Clerk of Court

Marilynn Swindle

By: Deputy Clerk of Court



Atty:

SERVICE INFORMATION

☐ Moved, address unknown ☐ Moved, served at new address of \_\_\_\_\_  
☐ Moved out of parish ☐ Address not in Sabine Parish ☐ Does not live at address given  
☐ Vacant Residence ☐ Vacant Lot ☐ No such address  
☐ Not known at this address ☐ Need physical address ☐ Received too late for service  
☐ Deceased ☐ Other ☐ Request to hold service by \_\_\_\_\_

Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_

X PERSONALLY served on date: 5-14-25 0911 Susan Mason

☐ DOMICILIARY served on date: \_\_\_\_\_ Served upon \_\_\_\_\_ Relationship: \_\_\_\_\_

☐ MILEAGE one way \_\_\_\_\_

☐ UNABLE TO LOCATE after a due and diligent search on date: \_\_\_\_\_

Recipient \_\_\_\_\_

Deputy Sheriff

MUOCO #1127  
Sabine Parish Sheriff's Department--Louisiana

[ ORIGINAL ]

CITATION

*[Handwritten signature]*

HURRICANE WORK LLC

Versus

QUERBES & NELSON, ET AL

Case: 073670

Division:

11<sup>th</sup> Judicial District Court

Parish of Sabine

State of Louisiana

RECEIVED AND FILED  
055610  
2025 MAY 19 A 11:12

SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH

To: QUERBES & NELSON INC  
THROUGH ITS AGENT FOR SERVICE OF PROCESS  
GEORGE D. NELSON, JR  
207 TEXAS STREET  
SHREVEPORT, LA 71101

Parish of CADD0

You are hereby summoned to comply with the demand contained in the PETITION FOR DECLARATORY JUDGMENT AND DAMAGES & PLAINTIFF'S MOTION TO AMEND CAPTION a true and correct copy (exclusive of exhibits) accompanies this citation, or make an appearance, either by filing a pleading or otherwise, in the 11th Judicial District Court in and for the Parish of Sabine, State of Louisiana, within twenty-one (21) days after service hereof, under penalty of default.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, at Many, Parish of Sabine, Louisiana, on this, the 9<sup>TH</sup> day of MAY, 2025.

Shelly Salter

Clerk of Court

*Marilynn Swindle*

By: Deputy Clerk of Court



Atty:

SERVICE INFORMATION

<input type="checkbox"/> Moved, address unknown	<input type="checkbox"/> Moved, served at new address of _____	
<input type="checkbox"/> Moved out of parish	<input type="checkbox"/> Address not in Sabine Parish	<input type="checkbox"/> Does not live at address given
<input type="checkbox"/> Vacant Residence	<input type="checkbox"/> Vacant Lot	<input type="checkbox"/> No such address
<input type="checkbox"/> Not known at this address	<input type="checkbox"/> Need physical address	<input type="checkbox"/> Received too late for service
<input type="checkbox"/> Deceased	<input type="checkbox"/> Other	<input type="checkbox"/> Request to hold service by _____

Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_

X PERSONALLY served on date: 5-14-25 @ 094 thru Susan Mason

DOMICILIARY served on date: \_\_\_\_\_ Served upon \_\_\_\_\_ Relationship: \_\_\_\_\_

MILEAGE one way \_\_\_\_\_

UNABLE TO LOCATE after a due and diligent search on date: \_\_\_\_\_

Recipient \_\_\_\_\_

Deputy Sheriff

*Muco # 1127*  
Sabine Parish Sheriff's Department--Louisiana

[ ORIGINAL ]



CITATION

HURRICANE WORK LLC

Versus

QUERBES & NELSON, ET AL

Case: 073670  
Division:  
11<sup>th</sup> Judicial District Court  
Parish of Sabine  
State of Louisiana

RECEIVED AND FILED

2025 MAY 23 A 11:55

SHELLEY SALTER  
CLERK OF COURT  
SABINE PARISH

To: PEACHTREE SPECIAL RISK BROKERS LLC  
THROUGH ITS AGENT FOR SERVICE OF PROCESS  
CORPORATION SERVICE COMPANY  
450 LAUREL STREET, 8<sup>TH</sup> FLOOR  
BATON ROUGE, LA 70801

Parish of EAST BATON ROUGE

You are hereby summoned to comply with the demand contained in the PETITION FOR DECLARATORY JUDGMENT AND DAMAGES & PLAINTIFF'S MOTION TO AMEND CAPTION a true and correct copy (exclusive of exhibits) accompanies this citation, or make an appearance, either by filing a pleading or otherwise, in the 11th Judicial District Court in and for the Parish of Sabine, State of Louisiana, within twenty-one (21) days after service hereof, under penalty of default.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, at Many, Parish of Sabine, Louisiana, on this, the 9<sup>TH</sup> day of MAY, 2025.

Shelly Salter  
Clerk of Court

*Marilynn Swindle*

By: Deputy Clerk of Court



Atty:

SERVICE INFORMATION

☐ Moved, address unknown  
☐ Moved, served at new address of \_\_\_\_\_  
☐ Moved out of parish  
☐ Address not in Sabine Parish  
☐ Vacant Residence  
☐ Vacant Lot  
☐ Not known at this address  
☐ Need physical address  
☐ Deceased  
☐ Other

I made service on the named party through the

CORPORATION SERVICE COMPANY

☐ Does not live at address given  
☐ No such address  
☐ Received too late for rendering a copy of this document to  
☐ Request to hold service by \_\_\_\_\_  
Trula Brousseau

MAY 16 2025

DY. B. CARAFOLIA #0577

Deputy Sheriff, Parish of East Baton Rouge, Louisiana

RECEIVED  
DATE

MAY 15 2025

E.B.R. Sheriff's Office

Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_

☐ PERSONALLY served on date: \_\_\_\_\_

☐ DOMICILIARY served on date: \_\_\_\_\_ Served upon \_\_\_\_\_ Relationship: \_\_\_\_\_

☐ MILEAGE one way \_\_\_\_\_

☐ UNABLE TO LOCATE after a due and diligent search on date: \_\_\_\_\_

Recipient \_\_\_\_\_ Deputy Sheriff \_\_\_\_\_ Sabine Parish Sheriff's Department--Louisiana

[ ORIGINAL ]

CITATION

HURRICANE WORK LLC

Versus

QUERBES & NELSON, ET AL

Case: 073670  
Division:  
11<sup>th</sup> Judicial District Court  
Parish of Sabine  
State of Louisiana

RECEIVED AND FILED

2025 MAY 23 A.M. 55

SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH

To: NAVIGATORS INSURANCE COMPANY  
THROUGH ITS AGENT FOR SERVICE OF PROCESS  
LOUISIANA SECRETARY OF STATE  
8585 ARCHIVES AVE  
BATON ROUGE, LA 70809

Parish of EAST BATON ROUGE

You are hereby summoned to comply with the demand contained in the PETITION FOR DECLARATORY JUDGMENT AND DAMAGES & PLAINTIFF'S MOTION TO AMEND CAPTION a true and correct copy (exclusive of exhibits) accompanies this citation, or make an appearance, either by filing a pleading or otherwise, in the 11th Judicial District Court in and for the Parish of Sabine, State of Louisiana, within twenty-one (21) days after service hereof, under penalty of default.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, at Many, Parish of Sabine, Louisiana, on this, the 9<sup>TH</sup> day of MAY, 2025.

Shelly Salter  
Clerk of Court

*Martynne Swindle*

By: Deputy Clerk of Court

Atty:



RECEIVED  
DATE  
MAY 15 2025  
EDB

SERVICE INFORMATION

<input type="checkbox"/> Moved, address unknown	<input type="checkbox"/> Moved, served at new address of _____	<input checked="" type="checkbox"/> Made service on the named party through _____
<input type="checkbox"/> Moved out of parish	<input type="checkbox"/> Address not in Sabine Parish	<input type="checkbox"/> Does not live at address given
<input type="checkbox"/> Vacant Residence	<input type="checkbox"/> Vacant Lot	<input type="checkbox"/> No such address
<input type="checkbox"/> Not known at this address	<input type="checkbox"/> Need physical address	<input type="checkbox"/> Received too late for service
<input type="checkbox"/> Deceased	<input type="checkbox"/> Other	<input type="checkbox"/> Request to hold service by _____

Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_

by tendering a copy of this document to:  
**JULIE NESBITT**  
**DY. B. GARAFOLA #0577**  
Deputy Sheriff, Parish of East Baton Rouge, LA

☐ PERSONALLY served on date: \_\_\_\_\_

☐ DOMICILIARY served on date: \_\_\_\_\_ Served upon \_\_\_\_\_ Relationship: \_\_\_\_\_

☐ MILEAGE one way \_\_\_\_\_

☐ UNABLE TO LOCATE after a due and diligent search on date: \_\_\_\_\_

Recipient \_\_\_\_\_ Deputy Sheriff \_\_\_\_\_  
Sabine Parish Sheriff's Department--Louisiana

[ ORIGINAL ]

**NOTICE OF SERVICE**

**HURRICANE WORK LLC**

**Versus**

**QUERBES & NELSON, ET AL**

**Case: 073670**

**Division:**

**11<sup>th</sup> Judicial District Court**

**Parish of Sabine**

**State of Louisiana**

**TO: MARTIN K MALEY SR**  
**P.O. BOX 3154**  
**BATON ROUGE, LA 70821**

**Date of Service: May 16, 2025**

**Number of Service: 1 - NAVIGATOR INS THRU LOUISIANA SECRETARY OF STATE**

**Personal/Domiciliary: DOMICILIARY**

**Issued by the Clerk of Court on the 23<sup>RD</sup> day of MAY, 2025.**

**Shelly Salter**

**Clerk of Court**

*Marilyn Swindle*

**By: Deputy Clerk of Court**



**Pleading Served:**

**PETITION FOR DECLARATORY JUDGMENT**

**FOOTERAREA**

*NOTICE OF SERVICE*

*HURRICANE WORK LLC*

*Case: 073670*

*Division:*

*11<sup>th</sup> Judicial District Court*

*Parish of Sabine*

*State of Louisiana*

*Versus*

*QUERBES & NELSON, ET AL*

*TO: MARTIN K MALEY SR  
P.O. BOX 3154  
BATON ROUGE, LA 70821*

*Date of Service: May 16, 2025*

*Number of Service: 1 - PEACHTREE SPECIAL RISK THRU AGENT - CORPORATION SERVICE CO*

*Personal/Domiciliary: DOMICILIARY*

*Issued by the Clerk of Court on the 23<sup>RD</sup> day of MAY, 2025.*

*Shelly Salter*

*Clerk of Court*

*Maelynn Scindler*

*By: Deputy Clerk of Court*



*Pleading Served:*

*PETITION FOR DECLARATORY JUDGMENT*

[ FILED COPY ]

FACSIMILE RECEIPT CERTIFICATE

HURRICANE WORK LLC

Versus

QUERBES & NELSON, ET AL



Case: 073670  
Division:  
11<sup>th</sup> Judicial District Court  
Parish of Sabine  
State of Louisiana

TO: THOMAS LOUIS COLLETTA JR  
601 POYDRAS STREET, SUITE 2775  
NEW ORLEANS, LA 70130

VIA FAX 1-504-310-9195

CERTIFICATE

THIS IS TO CERTIFY that a EX PARTE MOTION FOR EXTENSION OF TIME TO PLEAD & ORDER was transmitted by facsimile from your office to the Sabine Parish Clerk of Court fax line 318-256-9037 and 3 total pages were received and marked filed and received on MAY 29, 2025 in the above captioned matter. Thus done and signed at Many, Sabine Parish, Louisiana, on this the 29<sup>TH</sup> day of MAY, 2025.

Atty:

Shelly Salter  
Clerk of Court

By: Deputy Clerk of Court

Louisiana R.S. 13:850. Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. Within seven days, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:

- (1) The original signed document.
- (2) The applicable filing fee, if any.
- (3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT \$ 100.00 plus \$5 transmission fee.

[ FILED COPY ]

RECEIVED AND FILED

11<sup>th</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF SABINE

2025 JUN 29 A 8:25

STATE OF LOUISIANA

SHELLEY GALTER  
CLERK OF COURT  
SABINE PARISH

CASE NO: 73670

DIVISION "

HURRICANE WORK, LLC

VERSUS

QUERBES & NELSON, A PARTNERSHIP, ET AL.

FILED: \_\_\_\_\_

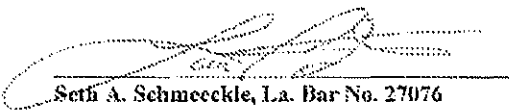
DEPUTY CLERK

EX PARTE FIRST MOTION FOR EXTENSION OF TIME TO PLEAD

NOW INTO COURT, through undersigned counsel, comes Defendant, Navigators Insurance Company ("Navigators"), which respectfully requests a thirty (30) day extension of time, until Friday, July 4, 2025, within which to answer, object or otherwise respond to the Petition for Declaratory Judgement and Damages ("Petition") filed by the plaintiff, Hurricane Work, LLC ("Plaintiff"), as undersigned counsel requires additional time to prepare responsive pleadings. This is Navigators' first request for an extension of time to answer or otherwise plead.

WHEREFORE, Navigators Insurance Company respectfully prays for an Order granting it an extension through Monday, July 7, 2025, to file a responsive pleading to Plaintiff's Petition.

Respectfully Submitted:

  
Seth A. Schmeeckle, La. Bar No. 27076  
Thomas Louis Colletta, Jr., La. Bar No. 26851  
Lugenhubl, Wheaton, Peck, Rankin & Hubbard  
601 Poydras Street, Suite 2775  
New Orleans, LA 70130  
Telephone: 504-568-1990  
Facsimile: 504-310-9195  
Email: sschmeeckle@lawla.com  
tcolletta@lawla.com  
COUNSEL FOR NAVIGATORS INSURANCE  
COMPANY

2025-05-28 15:36 MDT -

+15042260804 PAGE 2/3

**CERTIFICATE OF SERVICE**

I hereby certify that on May 28, 2025, a copy of this pleading has been served on all known  
counsel of record via electronic mail, facsimile and/or United States Mail, postage prepaid.

  
THOMAS LOUIS COLLETTA, JR.

Page 2 of 2

2025-05-28 15:36 MDT -

+15042250804 PAGE 3/3

RECEIVED AND FILED

11<sup>th</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF SABINE

2025 JUL 29 A 8: 25

STATE OF LOUISIANA

CASE NO: 73670

DIVISION “A”

SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH

HURRICANE WORK, LLC

VERSUS

QUERBES & NELSON, A PARTNERSHIP, ET AL.

FILED: \_\_\_\_\_

DEPUTY CLERK

Considering the foregoing *Ex Parte* Motion and Order for Extension of Time filed by Defendant, Navigators Insurance Company;

IT IS HEREBY ORDERED that the Motion is GRANTED, and Navigators Insurance Company is hereby granted a 30-day extension, up to and including Monday, July 7, 2025, to file responsive pleadings.

Many, Louisiana this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
DISTRICT COURT JUDGE



# Lugenbuhl

LUGENBUHL, WHEATON, PECK, RANKIN & HUBBARD

A LAW CORPORATION

601 POYDRAS STREET | SUITE 2775 | NEW ORLEANS, LA 70130

TELEPHONE: 504.568.1990 | FACSIMILE: 504.310.9195

THOMAS LOUIS COLLETTA, JR.  
Admitted in Alabama, Louisiana and Texas

May 29, 2025

RECEIVED AND FILED

2025 JUN 1 - 2 A 10:41

Direct Dial: (504) 310-9172  
E-mail: [TColletta@lawla.com](mailto:TColletta@lawla.com)  
SHELLEY S. COLLETTA  
CLERK OF COURT  
SABINE PARISH

**VIA FEDEX:**

Clerk of Court

11<sup>th</sup> JDC

Parish of Sabine

400 Capitol Street, #102

Many, LA 71449

**Re:** *Hurricane Work, LLC v. Querbes & Nelson, A Partnership, et al*  
11<sup>th</sup> Judicial District Court, Parish of Sabine  
Case Number 73670

Ladies and Gentlemen:

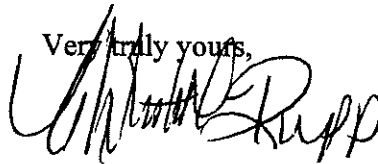
Enclosed with this letter are the following:

1. Original *Ex Parte* First Motion for Extension of Time to Plead;
2. Our fax confirmation dated May 29, 2025; and
3. Our firm check number 117191 in the amount of \$105.00 to cover the cost of filing.

Please return to us a stamped copy of the *Ex Parte* First Motion for Extension of Time to Plead in the self-addressed stamped envelope.

Thank you for your cooperation in this matter.

Very truly yours,



Christine Rupp

Secretary to Thomas Louis Colletta, Jr.

TLC/cr/Enclosures

RECEIVED AND FILED

2025 JUN -2 A 10:41

11<sup>th</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF SABINE  
STATE OF LOUISIANA  
CLERK OF COURT  
SABINE PARISH

CASE NO: 73670

DIVISION ""

HURRICANE WORK, LLC

VERSUS

QUERBES & NELSON, A PARTNERSHIP, ET AL.

FILED: \_\_\_\_\_

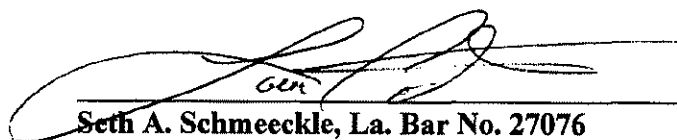
DEPUTY CLERK

**EX PARTE FIRST MOTION FOR EXTENSION OF TIME TO PLEAD**

NOW INTO COURT, through undersigned counsel, comes Defendant, Navigators Insurance Company ("Navigators"), which respectfully requests a thirty (30) day extension of time, until Friday, July 4, 2025, within which to answer, object or otherwise respond to the Petition for Declaratory Judgement and Damages ("Petition") filed by the plaintiff, Hurricane Work, LLC ("Plaintiff"), as undersigned counsel requires additional time to prepare responsive pleadings. This is Navigators' first request for an extension of time to answer or otherwise plead.

WHEREFORE, Navigators Insurance Company respectfully prays for an Order granting it an extension through Monday, July 7, 2025, to file a responsive pleading to Plaintiff's Petition.

Respectfully Submitted:



Seth A. Schmeeckle, La. Bar No. 27076

Thomas Louis Colletta, Jr., La. Bar No. 26851

Lugenbuhl, Wheaton, Peck, Rankin & Hubbard

601 Poydras Street, Suite 2775

New Orleans, LA 70130

Telephone: 504-568-1990

Facsimile: 504-310-9195

Email: sschmeeckle@lawla.com

lcolletta@lawla.com

COUNSEL FOR NAVIGATORS INSURANCE  
COMPANY

**CERTIFICATE OF SERVICE**

I hereby certify that on May 28, 2025, a copy of this pleading has been served on all known counsel of record via electronic mail, facsimile and/or United States Mail, postage prepaid.



THOMAS LOUIS COLLETTA, JR.

RECEIVED AND FILED

11<sup>th</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF SABINE

STATE OF LOUISIANA

CASE NO: 73670

DIVISION "A"

HURRICANE WORK, LLC

VERSUS

QUERBES & NELSON, A PARTNERSHIP, ET AL.

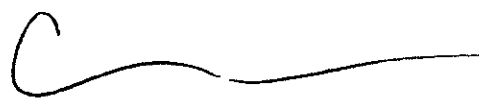
FILED: \_\_\_\_\_

DEPUTY CLERK

Considering the foregoing *Ex Parte* Motion and Order for Extension of Time filed by Defendant, Navigators Insurance Company;

IT IS HEREBY ORDERED that the Motion is GRANTED, and Navigators Insurance Company is hereby granted a 30-day extension, up to and including **Monday, July 7, 2025**, to file responsive pleadings.

Many, Louisiana this 3 day of June, 2025.

  
\_\_\_\_\_  
DISTRICT COURT JUDGE  
Craig Marcotte  
Judge Pro Tempore

2 cc Colletta  
6.11.25

\*\*\*\*\*

Case Number: 073670 Transaction Date: 6/6/2025 Seq: 14 Page Sequence: 1

**MEMORANDUM IN SUPPORT OF PEACHTREE SPECIAL RISK BROKERS, LLC'S  
PEREMPTORY EXCEPTIONS OF PEREMPTION AND NO CAUSE OF ACTION**

## **I. SUMMARY OF THE ARGUMENT**

## II. FACTUAL BACKGROUND

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represented to be an agent of Navigators, Peachtree ("2018 Policy"). See "Exhibit 1", ¶3. Peachtree is a licensed wholesale insurance broker in the State of Louisiana. "Exhibit 1", ¶2. According to Plaintiff's Petition, the 2018 Policy insured certain scheduled pieces of heavy equipment and was renewed each subsequent year, including for the February 16, 2023, to February 16, 2024 policy period ("2023 Policy"). See "Exhibit 1", ¶¶3, 18.

Prior to or on February 14, 2024, Plaintiff alleges that it was notified by its subcontractor that certain items of heavy equipment was stolen from Plaintiff's job site in Puerto Rico, including two items of equipment reported as missing since 2019. See "Exhibit 1", ¶¶ 9, 11-12. Plaintiff asserts that it reported the theft to Navigators, through Querbes & Nelson, on February 14, 2024, and that on September 26, 2024, Navigators issued to Plaintiff a reservations of rights letter on the basis that Plaintiff had no insurable interest in the stolen equipment. See "Exhibit 1", ¶¶ 13, 15. Plaintiff's Petition seeks an order from this Court declaring that the 2023 Policy provides coverage for Plaintiff's claim. See Exhibit "1", ¶23. Alternatively, if there is no insurance coverage for the stolen equipment, then Plaintiff alleges that Querbes & Nelson and Peachtree are liable under La. R.S. 22:1892 for allegedly misrepresenting the insurance coverage and negligently failing to provide Navigators with information sufficient to procure the requested insurance policy, including allegedly failing to advise Plaintiff to name the subcontractors as additional insureds on the policy. "Exhibit 1", ¶¶28, 30-35. As a result of Querbes & Nelson and Peachtree's alleged negligence, Plaintiff is seeking penalties and attorneys' fees, as well as the reimbursement of seven (7) years of policy premium. *Id.*

### III. LAW AND ARGUMENT

The objections of peremption and no cause of action are raised by the peremptory exception. La. Code of Civ. Proc. art. 927. Ordinarily, the exceptor bears the burden of proof at the trial of the peremptory exception. However, if peremption is evident on the face of the pleadings, the burden shifts to the plaintiff to show that the action has not perempted. *Periso v. Vu*, 2018 WL 1125868 (La. App. 1 Cir. 03/02/18), citing *Satterfield & Pontikes Construction, Inc. v Breazeale Sachse & Wilson, LLP*, 2015-1355 (La. App. 1 Cir. 1/10/17), 212 So.3d 554, 558, writ denied, 2017-0268 (La. 3/31/17), 217 So.3d 363.

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**A. Any Claims Against Peachtree are Perempted.**

Louisiana R.S. 9:5606(A) provides, in pertinent part:

A. No action for damages against any insurance agent, broker, solicitor, or other similar licensee under this state, whether based upon tort, or breach of contract, or otherwise, arising out of an engagement to provide insurance services shall be brought unless filed in a court of competent jurisdiction and proper venue within one year from the date of the alleged act, omission, or neglect, or within one year from the date that the alleged act, omission, or neglect is discovered or should have been discovered. However, even as to actions filed within one year from the date of such discovery, in all events such actions shall be filed at the latest within three years from the date of the alleged act, omission, or neglect.

...  
D. The one-year and three-year periods of limitation provided in Subsection A of this Section are preemptive periods within the meaning of Civil Code Article 3458 and, in accordance with Civil Code Article 3461, may not be renounced, interrupted, or suspended.

Thus, “La. R.S. 9:5606 provides to preemptive periods: one year from the date of the alleged negligent act or omission; or, one year from the date the negligence was discovered or should have been discovered, as long as the date is within three years of the alleged negligent act or omission.” *S. Marble Specialties v. Cholley*, 22-602, at \*13 (La. App. 3 Cir. 05/03/23), 265 So.3d 885. In *Cholley*, following Hurricane Laura on August 27, 2020, the plaintiff filed suit against defendant for damages allegedly sustained after defendant allegedly reduced its business income and extra expense coverage for the 2017-2018 policy period without its consent. *Id.* at \*2. Defendant filed a peremptory exception alleging that plaintiff’s claims are “perempted on their face” because the alleged negligent act of reducing the coverage occurred on November 7, 2017, and Plaintiff waited over three years before filing the suit on August 18, 2021. *Id.* at \*4. Plaintiff argued that the 2017 policy is irrelevant because the loss occurred during the 2019-2020 policy, and the 2019-2020 was a new policy, not a renewal. *Id.* The Louisiana Third Circuit Court of Appeals disagreed with plaintiff, finding that the 2019 policy was a renewal policy under La. R.S. 22:1267.<sup>1</sup> *Id.* at 15. Because the alleged negligent act occurred in 2017, and plaintiff did not file its petition against defendant until August 18, 2021, well beyond the three-year preemptive period set forth in La. R.S. 9:5606, the Court reversed the trial court and granted defendant’s exception of peremption. *Id.* at 20.

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<sup>1</sup>B. For the purposes of this Section, the following terms shall mean:

(5) “Renewal” or “to renew” means the issuance of or the offer to issue by the insurer a policy succeeding a policy previously issued and delivered by the same insurer or an insurer within the same group of insurers, or the issuance of a certificate or notice extending the term of an existing policy for a specified period beyond its expiration date.



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Similar to *Cholley*, Plaintiff's claims against Peachree are preempted under La. R.S. 9:5606. Here, Plaintiff's Petition was filed on February 18, 2025; therefore, the date of negligence or discovery must have occurred within one year prior to this date. If the negligence was only discovered within one year prior to this date, the negligent act must have occurred within the last three years. *See Cholley*, 365 So.3d at 891. In Plaintiff's Petition, it identified the 2018 Policy as the date when defendants allegedly failed to advise Plaintiff or procure insurance covering its subcontractors' equipment and/or misrepresented the insurance coverages provided, i.e. the "alleged negligent act, omission, or neglect." Accordingly, under the three-year preemption period in La. R.S. 9:5606, Plaintiff's claims for professional negligence of an insurance agent are preempted on the face of the Petition.

**B. Plaintiff Does Not Have a Cause of Action Against Peachtree under La. R.S. 22:1892.**

In Plaintiff's Petition, Plaintiff alleges that defendants, including Peachtree, are liable under Louisiana R.S. 22:1892 for failing to comply with their contractual duties and misrepresenting pertinent facts or insurance policy provisions relating to coverages at issue. "Exhibit 1", ¶¶31-35. However, Plaintiff does not have a cause of action against Peachtree for bad faith under La. R.S. 22:1892. Louisiana courts have repeatedly held that Louisiana R.S. 22:1892 only provides for bad faith claims against insurance companies, not insurance agents or brokers. *See Staub v. QBE Specialty Ins. Co.*, 2024 WL 167150, at \*5 (E.D. La. Jan. 16, 2024), *citing Geovera Specialty Ins. Co. v. Joachin*, No. CV 18-7577, 2019 WL 3238557, at \*7 (E.D. La. July 18, 2019); *IFG Port Holdings, LLC v. Underwriters at Lloyd's*, 2021 WL 2604784, at \*3 (W.D. La. June 24, 2021). Therefore, Plaintiff has not stated a bad faith claim against Peachtree, as the insurance broker under La. R.S. 22:1892, and Peachtree's Exception of No Cause of Action should be granted.

**IV. CONCLUSION**

Plaintiff's claims against Peachtree are preempted under Louisiana R.S. 9:5606 because it waited well beyond the three-year preemptive period to file this Petition. Moreover, Plaintiff does not have a cause of action against Peachtree under Louisiana R.S. 22:1892 because the statute only applies to insurance companies, and not insurance brokers or agents. Accordingly,

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Peachtree respectfully requests that this Court grant Peachtree's Peremptory Exceptions and dismiss Plaintiff's claims against it with prejudice.

Respectfully submitted,  
**HINSHAW & CULBERTSON LLP**



By: \_\_\_\_\_  
TESSA P. VORHABEN (#31293)  
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Facsimile: (504) 617-7897  
Email: tvorhaben@hinshawlaw.com  
*Attorneys for Defendant*  
*Peachtree Special Risk Brokers,*  
*LLC*

**CERTIFICATE OF SERVICE**

The undersigned certifies that on June 6, 2025, a copy of the foregoing Peremptory Exceptions of Peremption and No Cause of Action were served upon all counsel of record via facsimile, email, hand deliver, and or by depositing same in the U.S. Mail to all counsel of record.



\_\_\_\_\_  
TESSA P. VORHABEN

File Date: 6/6/2025 12:45 PM  
Case Number: 73670  
Sabine Parish, LA  
Deputy Clerk: Maelynn Swindle

HURRICANE WORK, LLC

versus

QUERBES & NELSON, A  
PARTNERSHIP, ET AL

\*

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SUIT NO. 73670

DIV.

11<sup>TH</sup> JUDICIAL DISTRICT COURT

PARISH OF SABINE

STATE OF LOUISIANA


\*\*\*\*\*

**REQUEST FOR NOTICE**

NOW INTO COURT, through undersigned counsel comes defendant Peachtree Special Risk Brokers, LLC (“Peachtree” or “Defendant”), made defendant herein, who requests that this Court provide it with written notice 10 days in advance of the date fixed for a trial or hearing on any exception, motion, rule or trial on the merits pursuant to Louisiana Code of Civil Procedure article 1572.

Defendant further requests immediate notice of any and all interlocutory and final orders and judgments on any exception, motion, rule or trial on the merits pursuant to Louisiana Code of Civil Procedure articles 1913 and 1914.

Respectfully submitted,  
**HINSHAW & CULBERTSON LLP**




By: \_\_\_\_\_

TESSA P. VORHABEN (#31293)  
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Facsimile: (504) 617-7897  
Email: tvorhaben@hinshawlaw.com  
*Attorneys for Defendant*  
*Peachtree Special Risk Brokers,*  
*LLC*

**CERTIFICATE OF SERVICE**

The undersigned certifies that on June 6, 2025, a copy of the foregoing Request for Notice was served upon all counsel of record via facsimile, email, hand deliver, and or by depositing same in the U.S. Mail to all counsel of record.



\_\_\_\_\_  
TESSA P. VORHABEN

\* \* \* \* \*

Peachtree Special Risk Brokers, LLC Through  
counsel of record  
Tessa P. Vorhaben  
Hinshaw & Culbertson LLP  
400 Poydras Street, Suite 3150  
New Orleans, Louisiana 70130

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Sabine Parish, LA  
Deputy Clerk: Maelynn Swindle



Notice of Service of Process

KN4 / ALL  
Transmittal Number: 31439893  
Date Processed: 05/17/2025

Primary Contact:	Brittany Zalich Brown & Brown, Inc. 300 N Beach St Daytona Beach, FL 32114-3304
Electronic copy provided to:	Lauren Meyerhoffer Cheryl Gortmans Dahiana Monge-Barlow Maria Leal Julie Jones
Entity:	Peachtree Special Risk Brokers, LLC Entity ID Number 3971284
Entity Served:	Peachtree Special Risk Brokers, LLC
Title of Action:	Hurricane Work, LLC vs. Querbes & Nelson, A Partnership
Matter Name/ID:	Hurricane Work, LLC vs. Querbes & Nelson, A Partnership (17334610)
Document(s) Type:	Citation/Petition
Nature of Action:	Contract
Court/Agency:	Sabine Parish District Court, LA
Case/Reference No:	73670
Jurisdiction Served:	Louisiana
Date Served on CSC:	05/16/2025
Answer or Appearance Due:	21 Days
Originally Served On:	CSC
How Served:	Personal Service
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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC  
251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

Exhibit 1

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Deputy Clerk: Maslynn Swindle

# 57

CITATION

HURRICANE WORK LLC

Versus

QUERBES & NELSON, ET AL

Case: 073670  
Division:  
11th Judicial District Court  
Parish of Sabine  
State of Louisiana

To: PEACHTREE SPECIAL RISK BROKERS LLC  
THROUGH ITS AGENT FOR SERVICE OF PROCESS  
CORPORATION SERVICE COMPANY  
450 LAUREL STREET, 8TH FLOOR  
BATON ROUGE, LA 70801

Parish of EAST BATON ROUGE

You are hereby summoned to comply with the demand contained in the PETITION FOR DECLARATORY JUDGMENT AND DAMAGES & PLAINTIFF'S MOTION TO AMEND CAPTION a true and correct copy (exclusive of exhibits) accompanies this citation, or make an appearance, either by filing a pleading or otherwise, in the 11th Judicial District Court in and for the Parish of Sabine, State of Louisiana, within twenty-one (21) days after service hereof, under penalty of default.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, at Many, Parish of Sabine, Louisiana, on this, the 9TH day of MAY, 2025.

Shelly Salter  
Clerk of Court

Maslynn Swindle

By: Deputy Clerk of Court



Atty:

SERVICE INFORMATION

☐ Moved, address unknown ☐ Moved, served at new address of \_\_\_\_\_  
☐ Moved out of parish ☐ Address not in Sabine Parish ☐ Does not live at address given  
☐ Vacant Residence ☐ Vacant Lot ☐ No such address  
☐ Not known at this address ☐ Need physical address ☐ Received too late for service  
☐ Deceased ☐ Other ☐ Request to hold service by \_\_\_\_\_

Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_

☐ PERSONALLY served on date: \_\_\_\_\_  
☐ DOMICILIARY served on date: \_\_\_\_\_ Served upon \_\_\_\_\_ Relationship: \_\_\_\_\_  
☐ MILEAGE one way \_\_\_\_\_  
☐ UNABLE TO LOCATE after a due and diligent search on date: \_\_\_\_\_

Recipient: \_\_\_\_\_ Deputy Sheriff \_\_\_\_\_  
Sabine Parish Sheriff's Department--Louisiana

[SERVICE COPY]

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Sabine Parish, LA  
Deputy Clerk: Maelynn Swindle

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2025 FEB 18 P 2:06

HURRICANE WORK, LLC

NUMBER: 73670  
DIV. SHELLEY SALTER  
CLERK OF COURT  
8TH JUDICIAL DISTRICT COURT  
SABINE PARISH

v.

QUERBES & NELSON, A  
PARTNERSHIP, ET AL

PARISH OF SABINE  
STATE OF LOUISIANA

PETITION FOR DECLARATORY JUDGMENT AND DAMAGES

NOW INTO COURT, through undersigned counsel, comes Hurricane Work, LLC, (hereafter referred to as "Hurricane") a limited liability company created under the laws of Puerto Rico, solely doing business in Puerto Rico, whose corporate office is in Louisiana, in the Parish of Sabine, who with respect represents the following:

NAMED DEFENDANTS HEREIN

- 1) QUERBES & NELSON, A PARTNERSHIP; and
- 2) NELSON HOLDINGS PARTNERSHIP; and
- 3) QUERBES & NELSON, INC; and
- 4) PEACHTREE SPECIAL RISK BROKERS, LLC; and
- 5) NAVIGATORS INSURANCE COMPANY.

1.

Plaintiff HURRICANE WORK, LLC, hereafter ("HURRICANE") a limited liability company created under the laws of Puerto Rico, solely doing business in Puerto Rico, but its corporate office and headquarters, is in the Parish of Sabine, State of Louisiana. The events which are set forth below occurred in Louisiana in Sabine Parish, and the insurance policy at issue was delivered to Plaintiff in Sabine Parish, on a Louisiana insurance policy form.

2.

Named defendants herein are QUERBES & NELSON, A PARTNERSHIP, an entity created under the laws of an unknown jurisdiction, possibly Louisiana, that is licensed as an insurance producer by the Louisiana Department of Insurance, and does or did business in Caddo Parish, Louisiana; NELSON HOLDINGS PARTNERSHIP a partnership created under the law of Louisiana, headquartered in and is doing business in the State of Louisiana in Caddo Parish which

entity may be an alternate name for, or successor entity of defendant QUERBES & NELSON, A PARTNERSHIP; and QUERBES & NELSON INC. QUERBES & NELSON INC is a Louisiana corporation doing business in Caddo Parish which is alternatively alleged to be a successor entity to defendant QUERBES & NELSON, A PARTNERSHIP and/or to have done business with Plaintiff as defendant QUERBES & NELSON, A PARTNERSHIP. These entities will hereafter be referred to collectively as "QUERBES & NELSON" unless specifically stated otherwise. PEACHTREE SPECIAL RISK BROKERS LLC (hereafter "PEACHTREE") is an entity created under the laws of the State of Georgia which has qualified to do business in the State of Louisiana and on information and belief has been licensed as an insurance producer by the State of Louisiana under the name PEACHTREE SPECIAL RISK, LLC. Also, a named Defendant is NAVIGATORS INSURANCE COMPANY, hereafter "Navigators." Navigators is a foreign insurance company domiciled in the State of New York that is admitted to and doing business in the State of Louisiana.

3.

Plaintiff, HURRICANE, contracted with QUERBES & NELSON beginning approximately 2018 to purchase insurance for its business operations. HURRICANE was created to do work in Puerto Rico and exclusively does business in Puerto Rico even though its corporate headquarters is in Louisiana. Through QUERBES & NELSON Hurricane purchased a policy of casualty insurance from Navigators Insurance Company, through an entity represented to be an agent of Navigators, Defendant, PEACHTREE. The Policy provided insurance on certain scheduled pieces of heavy equipment listed in the policy. This policy was renewed each year after 2018 and was in effect on February 14, 2024. From time to time the equipment scheduled in the policy was changed for business reasons. At the execution of the insurance contract, Hurricane was not supplied a complete copy of the insurance policy, just the declarations page, and the schedules. Hurricane relied on the representations of QUERBES & NELSON that the policy would provide coverage for the equipment listed in the policy.

4.

Prior to the initial purchase of the policy, QUERBES & NELSON was fully informed about Plaintiff's business operations. Hurricane is a contractor solely providing services in Puerto Rico, one of which is the cleanup of debris from natural disasters. QUERBES & NELSON was

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specifically told that Plaintiff used subcontractors to perform part, or all the tasks that Plaintiff contracts to perform. Plaintiff expressly and intentionally purchased a policy and bought coverage from Navigators under which equipment belonging to Plaintiff's subcontractors, could be insured as scheduled equipment on Plaintiff's insurance policy. This fact was known to QUERBES & NELSON. QUERBES & NELSON assured Plaintiff that the policy that was issued provided coverage for such equipment belonging to subcontractors, working for Plaintiff and there was no need to name the subcontractors as additional insureds, if the equipment was on the policy schedule.

5.

This coverage was necessary because Plaintiff has contracts to perform work in diverse remote locations, and the equipment belonging to the subcontractors must remain at Plaintiff's job site until the job is done. The insurance provides assurance that Plaintiff will have equipment available to perform the work, at the remote locations that Plaintiff's contracts require.

6.

The Policy, which was issued by NAVIGATORS, does in fact, contain a clause under the heading "Covered Property" stating that "Scheduled Equipment" includes equipment belonging to subcontractors is covered. The policy shows PEACHTREE as the agent on the policy.

7.

In another section the Policy has a clause stating that the policy only insures the insured's "insurable interest" in the equipment.

8.

QUERBES & NELSON knew that the subcontractors were not named as additional insureds under the policy, but in fact owned some equipment listed on the policy schedule and represented that this fact was transmitted to Navigators and Navigators accepted the premiums from Plaintiff, with that knowledge.

9.

As reported to Plaintiff, prior to February 14, 2024, certain scheduled items of heavy equipment at a Plaintiff job site in Puerto Rico were stolen. The theft was discovered by the subcontractor on February 14, 2024, and the claim was reported to Navigators. Navigators

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subsequently issued a RESERVATION OF RIGHTS LETTER to Plaintiff, stating that Navigators reserved the right to deny this claim. Navigators asserted that the Plaintiff did not have an insurable interest in the stolen equipment, even though the facts were exactly as represented to QUERBES & NELSON.

10.

Plaintiff as a part of the work in Puerto Rico had subcontracted with GRINDCO, LLC. (hereafter "GRINDCO") to mulch the green waste storm debris at various disposal sites. After subcontracting with Grindco, the equipment belonging to Grindco was scheduled on Plaintiff's policy with Navigators. The equipment was then moved to a location known as "Isabella Recycling" in Puerto Rico which was to be the final resting place of the mulched material. This equipment was moved based on the representation that it was fully insured under the NAVIGATORS policy issued to Plaintiff.

11.

At least the following items, Inter Alia, of scheduled equipment under the policy belonging to Grindco were placed at the Disposal Site, for use on the job in anticipation of the performance of the subcontract obligation, to mulch storm debris cleared from roadways (2019) and were discovered missing on February 14, 2024:

**PROPERTY MISSING ON OR ABOUT FEBRUARY 14, 2024 (11 PIECES):**

New Holland Excavator Serial: NFTN55394 Model: E55BX

JCB Mini Excavator Serial: JC808040A0105674 Model: 840

Hogzilla Track Mounted Tub Grinder Serial: 2026 Model: 1464T

Hogzilla Tub Grinder Serial: 566 Model: TC#15-64P

Komatsu Excavator Serial: 30107 Model: PC308USLC-3EO

Volvo Loader Serial: G17227 Model: L90G

Volvo Loader Serial: G17093 Model: L90G

Volvo Excavator Serial: 210435 Model: 220D

Volvo Excavator Serial: 210437 Model: 220D

Mitsubishi Dozer Serial: ZB103448 Model: BDZG II

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John Deere Serial: DW644JX596442 Model:644J

The value of the missing equipment is in excess of \$1 Million.

12.

Certain other equipment was reported to Navigators as missing in 2019 and Navigators has maintained an open claim as to the following items.

**PROPERTY MISSING SINCE 2019:**

Takeuchi Serial: 123503829 Model:

Takeuchi Serial: 124001037 Model:

As a result of this claim Navigators was fully aware of the risk that was insured under its policy that the equipment was being used in Puerto Rico.

13.

Hurricane reported the theft to Navigators, through QUERBES & NELSON on February 14, 2024, and the theft was also reported to the local police in Puerto Rico. The thief or thieves have not yet been identified, to date, and the equipment has not been recovered. The equipment is not available to Grindco to do the work, Grindco subcontracted to do for Plaintiff.

14.

Navigators took very limited action to investigate the claim and has not paid the claim, to date.

15.

After taking little action to investigate the claim, for eight months, on September 26, 2024, Navigators provided to Plaintiff the reservation of rights letter mentioned above.

16.

The reservation of rights letter stated on page 2, that there is a question as to whether Plaintiff had an insurable interest in the stolen property.

17.

The insurance policy that Navigators issued to Plaintiff is policy number NY23ILM0B11B4-01. This insurance policy will henceforth be referred to as "The Policy".

18.

The relevant effective dates for the 2024 claim on the policy were February 16, 2023, until February 16, 2024. The Plaintiff could not renew the policy, at its expiration on February 16, 2024, because the equipment in question had been stolen.

19.

The Policy was issued to Hurricane Work, LLC, and signed in Louisiana on a Louisiana Insurance form.

20.

The Policy contained the following forms and endorsements:

- CL 100 03-99 COMMON POLICY CONDITIONS
- IM 7005 01-12 SCHEDULE OF CVGS-CONTRACTORS' EQUIPMENT
- ADDENDUM A EQUIPMENT SCHEDULE
- IM 7000 04-04 CONTRACTORS' EQUIPMENT COVERAGE SCHED-EQUIP
- IM 7034 01-12 TOOLS ENDORSEMENT
- IM 7035 01-12 EQUIPMENT LEASED OR RENTED TO OTHERS SCHED
- IM 7013 04-04 EQUIPMENT LEASED OR RENTED TO OTHERS ENDT
- IM 7036 07-11 EQUIPMENT LEASED OR RENTED FROM OTHERS SCHED
- IM 7012 07-11 EQUIPMENT LEASED OR RENTED FROM OTHERS ENDT
- IM 7870 01-12 SPLIT DEDUCTABLE ENDORSEMENT
- IM 7039 07-11 BELOW THE SURFACE OF THE GROUND EXCLUSION
- IM 7902 01-12 LOSS PAYABLE SCHEDULE
- IM 7854 04-04 LOSS PAYABLE OPTIONS
- CL 0196 03-17 AMENDATORY ENDORSEMENT-LOUISIANA
- IM 2037 10-22 AMENDATORY ENDORSEMENT-LOUISIANA
- CL 0610 01-15 CERTIFIED ACT OF TERRORISM EXCLUSION
- CL 0700 10-06 VIRUS OR BACTERIA EXCLUSION

21.

The schedule of equipment attached to the policy listed all the equipment identified in Paragraph 11.

22.

After Navigators issued the reservation of rights letter sent September 26, 2024, contending that Plaintiff had no insurable interest in the equipment reported stolen. Plaintiff sued Navigators seeking a declaratory judgment in the United States District Court for the Western District of Louisiana determining that there is coverage for the equipment. The United States District Court for the Western District of Louisiana has not made a final determination that it has jurisdiction over the declaratory judgment action. Though the magistrate has, on a preliminary basis, found jurisdiction. For that reason, the allegations against Navigators made below are made alternatively, in the event that the Federal Court determines that it does not have jurisdiction.

23.

Plaintiff is entitled to a DECLARATORY JUDGMENT interpreting the insurance policy at issue determining that Plaintiff, in fact has an insurable interest in the equipment of its subcontractors scheduled in the policy, specifically including the equipment listed above in Paragraph 11, and that under the terms of the policy the equipment is insured against theft, which policy was in full force and effect on February 14, 2024.

24.

La. C.C.P. Art 1873 provides for the issuance of a DECLARATORY JUDGMENT, interpreting a contract, regardless of whether there has been a breach of the contract.

25.

Plaintiff is entitled to a DECLARATORY JUDGMENT interpreting the insurance policy at issue, determining that Plaintiff in fact, has an insurable interest in the equipment of its subcontractors scheduled in the policy, specifically including the equipment listed above in Paragraph 11. Under the terms of the policy the equipment is insured against theft, which policy was in full force, and effect on February 14, 2024.

26.

It is alleged alternatively that QUERBES & NELSON provided some or all the information that it had about Plaintiff's business to PEACHTREE and that the knowledge to PEACHTREE constituted knowledge to NAVIGATORS and NAVIGATORS knew that it was insuring the subcontractor equipment under Plaintiff's policy.

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27.

It is alleged alternatively that QUERBES & NELSON was negligent and failed to provide sufficient information to PEACHTREE and/or NAVIGATORS for NAVIGATORS to issue a policy insuring the risk that Plaintiff contracted with QUERBES & NELSON to insure.

28.

It is alleged alternatively that QUERBES & NELSON provided sufficient information to PEACHTREE to understand the risk which was being insured, and PEACHTREE was negligent and failed to provide NAVIGATORS with sufficient information to issue a policy insuring the risk that Plaintiff contracted with QUERBES & NELSON to insure.

29.

After the reservation of rights letter was issued QUERBES & NELSON advised Plaintiff to start listing the subcontractors as insureds on its policy even though throughout the existence of the policy to that point QUERBES & NELSON had advised Plaintiff that this was not necessary.

30.

It is alleged that either QUERBES & NELSON or PEACHTREE, or both, were negligent in providing the earlier representation to Plaintiff that it was not necessary to name the subcontractors as additional insureds on the policy.

31.

La. Stat. Ann. § 22:1892 provides the following:

\*\*\*

I (2) Any one of the following acts, if knowingly committed or performed by an insured, claimant, or representative of the insured or claimant, constitutes a breach of the insured's duties imposed in Paragraph (1) of this Subsection:

I (2)(a) A failure to comply with affirmative contractual duties or obligations established in the insurance policy, including the duty to act in good faith in providing information regarding the claim, in making demands of the insurer, in setting deadlines, and in attempting to settle the claim.

I (2)(b) A misrepresentation of pertinent facts or insurance policy provisions relating to any coverages at issue.

Page 8 of 11

\*\*\*

32.

If it is determined that Navigators reservation of rights is correct, and there is no insurable interest in the lost equipment, then QUERBES & NELSON, and/or PEACHTREE, misrepresented the facts concerning insurance coverage under the policy, when Plaintiff was advised that it was not necessary to name the subcontractors as insured parties under the policy, and when they collected the premiums.

33.

The misrepresentation of the coverage under the insurance policy, has at least resulted in a delay of payment of the claim by Navigators, and may cause further damage if the claim is not paid.

34.

Plaintiff is entitled to a JUDGMENT AWARDING PENALTIES AND ATTORNEY FEES for the misrepresentation of the policy terms.

35.

In the alternative, if this there was no coverage for the equipment provided under the policy for the scheduled equipment, Plaintiff is entitled to reimbursement of the seven years of policy premiums, plus penalties and interest, be returned to Hurricane Work, LLC, without any further delay.


**WHEREFORE**, Plaintiff Hurricane Work, LLC, prays alternatively for relief in that the Court as follows:

1. If the United States District Court for the Western District of Louisiana determines that it has no jurisdiction then Plaintiff prays that this Court enter a Declaratory Judgment under La. C.C.P. Art 1871-1873 determining that Plaintiff in fact, has an insurable interest, in the equipment of its subcontractors scheduled in the policy, specifically including the equipment listed herein, and that under the terms of the policy the equipment is insured against theft, which policy was in full force and effect on February 14, 2024;

File Date: 6/6/2025 12:45 PM  
Case Number: 73670  
Sabine Parish, LA  
Deputy Clerk: Maelynn Swindle

2. Of this Court or the United States District Court for the Western District of Louisiana determines that there is no coverage for the claim under the policy then Plaintiff prays for damages against QUERBES & NELSON and/or PEACHTREE in such an amount as is reasonable and proper under the allegations set forth above including all benefits which would be due under the policy if it provided the coverage that Plaintiff contracted for.
3. and The Court award Plaintiff penalties and attorney fees under La. R.S. 22:1892 for breach of the duty of good faith and fair dealing;
4. Alternatively, in the event that the Court determines that the contractors equipment scheduled on the policy is not in fact covered, because Hurricane does not have an insurable interest in the scheduled property, then Hurricane prays for judgment in favor of Hurricane Work, LLC and against QUERBES & NELSON and/or PEACHTREE in the amount of all premiums paid for the insurance policy from its inception in 2018 until it's expiration in 2024.

Respectfully submitted,



Martin K. Maley, Sr., La. Bar Roll No. 20933  
Stephen M. Irving, La. Bar Roll No. 7170  
William E. Maley, La. Bar Roll No. 41328  
Maley Law Firm  
PO Box 3154  
Baton Rouge, LA 70821  
Telephone: (225) 346-6781  
Facsimile: (225) 346-6788  
Email: mkmaley@catel.net  
Steve@steveirvingllc.com  
Mllegal\_William@catel.net  
Attorneys for Hurricane Work, LLC

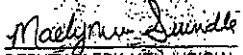
PLEASE SERVE THE DEFENDANTS AS FOLLOWS:

QUERBES & NELSON, A PARTNERSHIP  
George D. Nelson, Jr.  
PLEASE WITHOLD SERVICE FOR 90 DAYS

NELSON HOLDINGS PARTNERSHIP  
George D. Nelson, Jr.  
PLEASE WITHOLD SERVICE FOR 90 DAYS

QUERBES & NELSON, INC  
Through its agent for service of process:

ATRU COPY-ATTEST



DEPUTY CLERK 1ST JUDICIAL  
DISTRICT COURT, SABINE PARISH, LA



File Date: 6/6/2025 12:45 PM  
Case Number: 73670  
Sabine Parish, LA  
Deputy Clerk: Maelynn Swindle

George D. Nelson, Jr.  
PLEASE WITHOLD SERVICE FOR 90 DAYS

PEACHTREE SPECIAL RISK BROKERS, LLC  
*Through its agent for service of process:*  
PLEASE WITHOLD SERVICE FOR 90 DAYS

NAVIGATORS INSURANCE COMPANY  
*Through its agent for service of process:*  
PLEASE WITHOLD SERVICE FOR 90 DAYS

RECEIVED AND FILED  
2025 FEB 27 P 3:43  
HURRICANE WORK, LLC  
SHELLY SALTER  
CLERK OF COURT  
SABINE PARISH  
NUMBER: 73670 DIV:  
JUDICIAL DISTRICT COURT  
v.  
PARISH OF SABINE  
QUERBES & NELSON, A  
PARTNERSHIP, ET AL  
STATE OF LOUISIANA

PLAINTIFF'S MOTION TO AMEND CAPTION

NOW INTO COURT, through undersigned counsel, comes Plaintiff, Hurricane Work, LLC, who respectfully represents it desires to amend the original Petition for Declaratory Judgment and Damages, as follows:

1.

Plaintiff re-alleges all of the allegations and contentions stated in the original Petition for Declaratory Judgment and Damages, with the following modifications adopted by reference with the same force and effect as if herein set forth at length.

2.

Plaintiff desires to correct the caption on the original pleading due to inadvertently putting the "8<sup>th</sup> Judicial District Court". Plaintiff seeks to correct the judicial district to read, "11<sup>th</sup> Judicial District Court".

3.

Leave of the court is not necessary to file this request to amend the caption because no answers has been filed, to date.

Wherefore, Plaintiff, Hurricane Work, LLC, prays that each and every allegation and prayer in the original Petition for Damages not amended by these pleadings be incorporated by reference in its entirety and for all relief requested in the original petition.

[Signature on following page]

File Date: 6/6/2025 12:45 PM  
Case Number: 73670  
Sabine Parish, LA  
Deputy Clerk: Maelynn Swindle

Respectfully submitted,



Martin K. Maley, Sr., La. Bar Roll No. 20933  
Stephen M. Irving, La. Bar Roll No. 7170  
William E. Maley, La. Bar Roll No. 41328  
Maley Law Firm  
PO Box 3154  
Baton Rouge, LA 70821  
Telephone: (225) 346-6781  
Facsimile: (225) 346-6788  
Email: mkmaley@eatel.net  
Steve@steveirvingllc.com  
Mflegai\_William@eatel.net  
Attorneys for Hurricane Work, LLC

**PLEASE WITHHOLD SERVICE AT THIS TIME:**

**QUERBES & NELSON, A PARTNERSHIP**  
George D. Nelson, Jr.  
207 Texas Street  
Shreveport, LA 71101

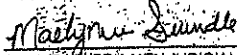
**NELSON HOLDINGS PARTNERSHIP**  
George D. Nelson, Jr.  
207 Texas Street  
Shreveport, LA 71101

**QUERBES & NELSON, INC**  
*Through its agent for service of process:*  
George D. Nelson, Jr.  
207 Texas Street  
Shreveport, LA 71101

**PEACHTREE SPECIAL RISK BROKERS, LLC**  
*Through its agent for service of process:*  
Corporation Service Company  
450 Laurel Street, 8<sup>th</sup> Floor  
Baton Rouge, LA 70801

**NAVIGATORS INSURANCE COMPANY**  
*Through its agent for service of process:*  
Louisiana Secretary of State  
8585 Archives Ave  
Baton Rouge, LA 70809

Page 2 of 2

ATRUE COPY-ATTEST  
  
DEPUTY CLERK 11TH JUDICIAL  
DISTRICT COURT, SABINE PARISH, LA

**NOTICE OF HEARING**

HURRICANE WORK, LLC

Case: 73,670

VERSUS

QUERBES & NELSON, A PARTNERSHIP, ET  
AL



Division:

11<sup>th</sup> Judicial District Court

Parish of Sabine

State of Louisiana

TO: TESSA P. VORHABEN  
400 POYDRAS STREET, SUITE 3150  
NEW ORLEANS, LA 70130  
9414 7266 9904 2230 5213 43

Parish of SABINE

**YOU ARE HEREBY NOTIFIED** that the above numbered and captioned case has been set down for  
Hearing on **AUGUST 13, 2025**, at **9:00 A.M.**, all as set out in a certified copy which is attached hereto and  
made a part hereof.

**WITNESS THE HONORABLE JUDGES** of said Court, on this the 12<sup>TH</sup> day of JUNE, 2025.

Atty:

Shelly Salter  
Clerk of Court

**THIS IS TO CERTIFY** that  
this Notice was MAILED  
to the above person(s) on the  
12<sup>TH</sup> day of JUNE, 2025.

Shelly Salter  
By: Clerk of Court

Shelly Salter  
Shelly Salter, Clerk of Court

RULE TO SHOW CAUSE

HURRICANE WORK LLC

Versus

QUERBES & NELSON, A PARTNERSHIP, ET AL



Case: 073670  
Division:  
11<sup>th</sup> Judicial District Court  
Parish of Sabine  
State of Louisiana

TO: HURRICANE WORK LLC  
THROUGH COUNSEL OF RECORD  
MARTIN K. MALEY, SR.  
MALEY LAW FIRM  
4707 BLUEBONNET BLVD., SUITE B  
BATON ROUGE, LA 70809

Parish of EAST BATON ROUGE

You are hereby cited to show cause in the District Court Room at the Court House in the City of Many, Louisiana, on the 13<sup>TH</sup> day of AUGUST, 2025, at 9:00 A.M. why the rule issued by the Judge of said Court under date of JUNE 6, 2025 a certified copy whereof is hereto attached, should not be made absolute.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE at Many, Louisiana, on this the 12<sup>TH</sup> day of JUNE, 2025.

Shelly Salter  
Clerk of Court

By: Clerk of Court

SERVICE INFORMATION

<input type="checkbox"/> Moved, address unknown	<input type="checkbox"/> Moved, served at new address of _____	
<input type="checkbox"/> Moved out of parish	<input type="checkbox"/> Address not in Sabine Parish	<input type="checkbox"/> Does not live at address given
<input type="checkbox"/> Vacant Residence	<input type="checkbox"/> Vacant Lot	<input type="checkbox"/> No such address
<input type="checkbox"/> Not known at this address	<input type="checkbox"/> Need physical address	<input type="checkbox"/> Received too late for service
<input type="checkbox"/> Deceased	<input type="checkbox"/> Other	<input type="checkbox"/> Request to hold service by _____

Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_

☐ PERSONALLY served on date: \_\_\_\_\_  
☐ DOMICILIARY served on date: \_\_\_\_\_ Served upon \_\_\_\_\_ Relationship: \_\_\_\_\_  
☐ MILEAGE one way \_\_\_\_\_  
☐ UNABLE TO LOCATE after a due and diligent search on date: \_\_\_\_\_

Recipient \_\_\_\_\_ Deputy Sheriff \_\_\_\_\_  
Sabine Parish Sheriff's Department—Louisiana

[ FILED COPY ]

RULE TO SHOW CAUSE

HURRICANE WORK LLC

Versus

QUERBES & NELSON, A PARTNERSHIP, ET AL



Case: 073670  
Division:  
11<sup>th</sup> Judicial District Court  
Parish of Sabine  
State of Louisiana

TO: NAVIGATORS INSURANCE COMPANY  
THROUGH COUNSEL OF RECORD  
THOMAS L. COLLETTA, JR.  
LUGENBUHL, WHEATON, PECK, RANKIN & HUBBARD  
601 POYDRAS STREET, SUITE 2775  
NEW ORLEANS, LA 70130

Parish of ORLEANS

You are hereby cited to show cause in the District Court Room at the Court House in the City of Many, Louisiana, on the 13<sup>TH</sup> day of AUGUST, 2025, at 9:00 A.M. why the rule issued by the Judge of said Court under date of JUNE 6, 2025 a certified copy whereof is hereto attached, should not be made absolute.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE at Many, Louisiana, on this the 12<sup>TH</sup> day of JUNE, 2025.

Shelly Salter  
Clerk of Court

By: Clerk of Court

SERVICE INFORMATION

<input type="checkbox"/> Moved, address unknown	<input type="checkbox"/> Moved, served at new address of _____	
<input type="checkbox"/> Moved out of parish	<input type="checkbox"/> Address not in Sabine Parish	<input type="checkbox"/> Does not live at address given
<input type="checkbox"/> Vacant Residence	<input type="checkbox"/> Vacant Lot	<input type="checkbox"/> No such address
<input type="checkbox"/> Not known at this address	<input type="checkbox"/> Need physical address	<input type="checkbox"/> Received too late for service
<input type="checkbox"/> Deceased	<input type="checkbox"/> Other	<input type="checkbox"/> Request to hold service by _____

Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_  
Attempted service date/time/note: \_\_\_\_\_

☐ PERSONALLY served on date: \_\_\_\_\_

☐ DOMICILIARY served on date: \_\_\_\_\_ Served upon \_\_\_\_\_ Relationship: \_\_\_\_\_

☐ MILEAGE one way \_\_\_\_\_

☐ UNABLE TO LOCATE after a due and diligent search on date: \_\_\_\_\_

Recipient \_\_\_\_\_ Deputy Sheriff \_\_\_\_\_  
Sabine Parish Sheriff's Department—Louisiana

[ FILED COPY ]